

The China Mail.

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號二十一十年九十八百八千一英

HONGKONG, FRIDAY, NOVEMBER 22, 1889.

PRICE, \$2 PER MONTH.

AGENTS FOR THE CHINA MAIL.

LONDON.—F. ALGAR, 11 & 12, Clement's Lane, Lombard Street, E. C. GEORGE STEELE & Co., 30, Cornhill, GORDON & GORGE, 14, Middle Temple, E.C. BATES HENDEY & Co., 37, Walbrook, E.C. SAMUEL DEACON & Co., 155 & 154, Fleet Street. W. M. WILLS, 151, Cannon Street, E.C. ROBERT WATSON, 29, Fleet Street.

PARIS AND EUROPE.—AMPHORAE PRINCE, Rue Lafayette, Paris.

NEW YORK.—J. STEWART HAPPER, THE CHURCH EVANGELIST OFFICE, 62, West 22d Street.

SAN FRANCISCO, and American Ports generally.—BRAIN & BLACK, San Francisco.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GORGE, Melbourne and Sydney.

CEYLON.—W. M. SMITH & Co., THE APOPOEAN CO., Colombo.

SINGAPORE, STRAITS, &c.—SATLE & Co., Singapore. C. HEINZKE & Co., Monrovia.

CHINA.—Macao: F. A. DE CRUZ, Sociedade Quelch & Co. Amoy: N. MOALIE, Foochow: HENRY & Co., Shanghai: LANE, CRAWFORD & Co., and KELLY & WILHELM, Yokohama: LANE, CRAWFORD & Co., and KELLY & Co.

BANKS.

NOTICE.

RULES OF THE HONGKONG SAVINGS-BANK.

1.—The business of the above Bank will be conducted by the Hongkong and Shanghai Banking Corporation, on their premises in Hongkong. Business hours on week-days, 10 to 3; Saturdays, 10 to 1.

2.—Sums less than \$1, or more than \$250, at one time will not be received. No depositor may deposit more than \$2,500 in any one year.

3.—Depositors in the Savings' Bank having \$100 or more at their credit may at their option transfer the same to the Hongkong and Shanghai Banking Corporation on fixed deposit for 12 months at 5 per cent. per annum interest.

4.—Interest at the rate of 3½ per cent. per annum will be allowed to depositors on their daily balances.

5.—Each Depositor will be supplied gratis with a Pass-Book which must be presented with each payment or withdrawal. Depositors must not make books, but should send them to be written up at least twice a year, about the beginning of January and beginning of July.

6.—Correspondence as to the business of the Bank if made on Hongkong Savings' Bank Business is forwarded free by the various British Post Offices in Hongkong and China.

7.—Withdrawals may be made on demand, but the personal attendance of the depositor or his duly appointed agent, and the production of his Pass-Book are necessary.

For the HONGKONG & SHANGHAI BANKING CORPORATION, G. E. NOBLE, Chief Manager, Hongkong, January 1, 1889. 754

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, \$7,600,000 RESERVE FUND, \$4,700,000 RESERVE LIABILITY OF PROPRIETORS, \$7,500,000

COUNT OF DIRECTORS.

Chairman—W. H. FORBES, Esq. Deputy Chairman—H. L. GALT, M.P., Esq. W. G. BROOKS, Esq. S. C. MICHAELSEN, Esq. T. R. DAVIES, Esq. J. F. HOLLOWAY, Esq. J. S. MOORE, Esq. Hon. J. J. ASHLEY, Esq. J. S. POMEROL, Esq. N. A. SIZER, Esq. H. A. SOLOMON, Esq.

CHIEF MANAGER, Hongkong, G. E. NOBLE, Esq. Manager, Shanghai, JOHN WALTER, Esq. LONDON BANKER—London and County Bank.

HONGKONG, INTEREST ALLOWED.

On Current Deposit Account at the rate of 3 per cent. per annum on the daily balance.

On Fixed Deposits:—

For 3 months, 3 per cent. per annum.

6 " 4 per cent. "

12 " 5 per cent. "

Local Bills DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Draws granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

G. E. NOBLE, Chief Manager.

Hongkong, August 24, 1889. 363

NOTICES OF FITTINGS.

WA TSZ YAT PO,

華字日報

CHINESE MAIL.

THE present LEASE of the Chinese Mail

EXPIRED on the 31st ultimo, after which date the INTEREST of the present LESSER (Mr. HO CHUNG SHANG) entirely ceased. The BUSINESS is now conducted by a MOST EFFICIENT NATIVE STAFF, and Arrangements have been made which cannot fail to make the Paper in EVERY SENSE a FIRST-CLASS JOURNAL.

GEO. MURRAY BAIN,

Proprietor.

CHINA MAIL Office,

September 1, 1889.

NOTICE.

In Succession to HAJEE HAMED RAJEEF ESACK, I have commenced Business as MERCHANT and COMMISSION AGENT in Hongkong, Canton and China, and Mr. ABDULLA KADREDDA is duly authorized to sign my firm.

MAHOMED HAJEE ESACK ELLIAS,

Hongkong, November 19, 1889. 2177

Intimations.

HONGKONG RIFLE ASSOCIATION.

FAKI CUP.

SEVEN SHOTS at 200 Yards. Position—

Standing. SEVEN SHOTS at 300 Yards. Position—Sitting or kneeling.

To be won 3 times before becoming any Member's absolute property. Winners to be penalized 6 points after winning it, once, and 7 points after winning it twice.

The FOURTH COMPETITION will be held

NEXT SATURDAY, 23rd, at 12 M. NOON.

At 3 p.m. Drawing Ourselves

must send me 30 Cents Entries. Not later

than 5 p.m. next Friday, 22nd day of

November, 1889.

The conclusion of the above Competition

three Members who wish to take part in the

forthcoming Kite Contest with Singapore

and Shanghai, must shoot 14 rounds at 500

and 600 yards, in order that a selection may

be made of part of the Team to represent

Hongkong.

A. SHELTON HOOPER,

Hon. Secretary.

Hongkong, November 18, 1889. 2189

HONGKONG & SHANGHAI BANKING

CORPORATION.

NOTICE is hereby given that the Under-

mentioned BANK SHARE CERTI-

FICATES are:

No. B 2071, 3405/65, 4045/62, 50 Shares

2134/65, 14389/92, 51692/712, 50 Shares

in the name of L. MENDEL

No. B 2099, 3205/65, 3206/65, 10 Shares

2134/65, 1405/10, 25 Shares

in the name of W. D. SPENCE

No. B 2269, 27918/27932, 15 Shares

in the name of W. H. GASKELL

togetherly ONE HUNDRED SHARES HAVE

BEEN LOST, and should the same not be

produced before the Thirty-first December

next, NEW CERTIFICATES

will be issued to the said L. MENDEL, W.

D. SPENCE and W. H. GASKELL, respectively.

No. B 2099, B 2134 and B 2269, will be there-
after treated by this Corporation as null and void.

For the HONGKONG & SHANGHAI BANKING CORPORATION,

G. E. NOBLE,

Chief Manager.

Hongkong, October 1, 1889. 2190

IMPORTANT NOTICE.

A. S. WATSON & Co., Ltd.

INVITE special attention to their last

Shipments of

XMAS & NEW YEAR CARDS,

JUST TO HAND.

A full Assortment of First-class Goods is

now on View, including a Choice Selection

of M. BONNET'S HAND-PAINTED OPALES

and all the latest Novelties of the best

English and Continental Artists to be found

in the Market.

CHRISTMAS CONFECTIONERY.

We are now offering a good variety of this

Class of Goods, all in splendid condition,

at Moderate Prices, comprising:—

CHOCOLATES, CHOCOLATE CREAMS, CHOCO-

LAWS, SWEETS, BURSTS and SUGARED

JORDAN ALMONDES, &c.

FANCY CRACKERS, &c.

PHOTOGRAPHY.

We have just received and opened out a

First-Class Assortment of NEW PATENT

CAMERAS, LENSES and appliances of all kinds, suitable for both Amateurs and Professionals.

The Cameras and Lenses are of Exceptional quality, specially made for use in

tropical climates and fitted with all the latest improvements.

CHEAP SETS of APPARATUS for AMATEURS and TRAVELLERS. These sets (Vols. I, II, & III) are whole plate Complete in strong

Wooden Cases, and will be despatched

Postage Paid.

PHOTO CHEMICALS and SUNDRIES of all kinds at Moderate Prices.

Hongkong, November 18, 1889. 2186

CRICKET.

WE HAVE JUST OPENED OUT OUR

NEW AUTUMN GOODS,

consisting of

A LARGE AND CHOICE SELECTION OF COATINGS FOR MORNING AND EVENING DRESS.

A very Stylish Lot of TWEEDS, New in Design and Material, and a varied

Assortment of TROUSSELS in all the Newest Patterns.

QUEEN'S ROAD (opposite HONGKONG HOTEL),

Hongkong, September 14, 1889. 1790

10 a.m. to 1 p.m.

12 noon to 2 p.m. every quarter of an hour.

1 to 2 p.m. half hour.

(TEA-FINN CAR at 12.45).

3 to 7.30 p.m. every quarter of an hour.

8 to 9 p.m. every quarter of an hour.

9 to 10 p.m. every quarter of an hour.

10 to 11 p.m. every quarter of an hour.

11 to 12 p.m. every quarter of an hour.

12 noon to 1 p.m.

These Examinations are open to any

Entertainments.

WOODYEAR'S ROYAL
AUSTRALIAN CIRCUS.
OPEN
EVERY EVENING,
CROWDED!
CROWDED!

THE PUBLIC ADMIR. THE BEST
CIRCUUS
that has visited Hongkong.

OUR JAPANESE ARTISTES,
THE BEST JAPAN HAS PRODUCED.

TO-MORROW AFTERNOON,
23rd November, 1889,
GRAND MATINEE.

Doors open at 2.30, commencing at 3
p.m. sharp.

Amubs in care of Children to Chairs 50
Cent.

Prices of Admission:
Boxes of 6 Chairs \$12.00
Single Seats Boxes 2.50
Dress Circle Chairs 2.00
Stalls, Carpeted Seats 1.00
Pit 0.30
Children under 12 Half-price.

Soldiers and Sailors in uniform—to Pit 25
Cent; Half-price to all other parts except the
Boxes.

Seats and Boxes can be reserved at KELLY
& WALSH, LIMITED.

ROBERT LOVE,
General Agent.

Hongkong, November 22, 1889. 2197

Notices to Consignees.

THE CHINA SHIPPERS MUTUAL
STEAM NAVIGATION COM-
PANY, LIMITED.

NOTICE TO CONSIGNEES.

FROM GLASGOW, LIVERPOOL
AND SINGAPORE.

THE Company's S.S. *Chingao*, having
arrived from the above Ports, Con-
signees of Cargo are hereby informed that
their Goods are being landed at their risk
into the Godowns of the HONGKONG
AND KOWLOON WHARF AND GODOWN COMPANY,
LIMITED, Kowloon, whence delivery may
be obtained.

No Claims will be admitted after the
Goods have left the Godowns, and all
Claims must be sent in to the Office of the
Undersigned, before Noon on the 27th
Instant, or they will not be recognized.

All broken, chafed, and damaged Goods
are to be left in the Godowns, where they
will be examined on the 27th Inst., at 4 p.m.

No Fire-Insurance has been effected, and
any Goods remaining in the Godowns after
the 27th Inst. will be subject to rent.

Optional Cargo will be forwarded unless
notice to the contrary be given before Noon
To-day.

Bills of Lading will be countersigned by
ARNHOLD, KARBERG & Co.,
Agents.

Hongkong, November 21, 1889. 2108

FROM HAMBURG, PENANG AND
SINGAPORE.

THE S.S. *Agata*, Capt. CHRISTIANSEN,
having arrived from the above Ports,
Consignees of Cargo are hereby requested to
send in their Bills of Lading for counter-
signature by the Undersigned, and to take
immediate delivery of their Goods from
alike.

Any cargo impeding for discharge will
be landed into the Godowns of the HONGKONG
AND KOWLOON WHARF AND GODOWN COMPANY,
LIMITED, and stored at Consignees' risk and
expense.

No Claims will be admitted after the
Goods have left the Godowns, and all Goods
remaining undelivered after the 24th Inst.,
will be subject to rent.

All broken, chafed, and damaged Goods
are to be left in the Godowns, where they
will be examined on the 24th Inst., at 4 p.m.

No Fire Insurance has been effected.

SIEMSEN & Co.,
Agents.

Hongkong, November 19, 1889. 2100

Not Responsible for Debts.

Neither the Captain, the Agents, nor
Owners will be Responsible for
any Debts contracted by the Officers or
Crew of the following Vessels, during
their stay in Hongkong Harbour:

R. P. CHENEY, American ship, Capt. E.
E. Humphreys—Order.

DARIA, British barque, Captain Edw.
Finlay—Chince.

MILLIE M. SLADE, American barquentine,
Capt. Julie C. Taixira—Captain.

NOVITA, British barque, Capt. P. John-
son—Weller & Co.

PENSHAW, British barque, Captain John
Inokay—Gibb, Livingston & Co.

SACHEM, American ship, Captain J. O.
Bartlett—Master.

To-day's Advertisements.

CHINA NAVIGATION COMPANY,
LIMITED.

FOR PORT DARWIN, QUEENSLAND
PORTS, SYDNEY & MELBOURNE.

The Co.'s Steamship
Changha.

WILLIAMS, Commander, will be
dispatched as above on THURSDAY, the 5th Inst., at
4 p.m.

The attention of Passengers is directed
to the Superior Accommodation offered by
this Steamer. First-class Saloon and Cabins
are situated forward of the Engines.
Second-class Passengers are berthed in the
Poo. A Refrigerating Chamber ensures
the supply of Fresh Provisions during the
entire voyage. A duly qualified Surgeon
is carried.

For Freight or Passage, apply to
BUTTERFIELD & SWIRE,
Agents.

Hongkong, November 22, 1889. 2207

To-day's Advertisements.

GYMKHANA.

WILL be held on the Racecourse TO-
MORROW (SATURDAY), the 23rd
Instant, 1889. 1st Race at 2.30 p.m.
Entrance to the Enclosure, 51. LADIES
and MEMBERS of the JOCKEY and POLO
CLUBS admitted FREE.

Tickets are procurable from Messrs.
KELLY & WALSH at the Gate.

By kind permission of Lieut.-Colonel
VERNON CHATER, the Band and Pipers of
the 1st Argyle & Sutherland Highlanders
will be on the Ground.

W. FLETCHER,
Hon. Secretary.

Hongkong, November 22, 1889. 2201

THE BALMORAL GOLD MINING
COMPANY, LIMITED.

BY Order of the Board of Directors, the
Undersigned has this Day been Com-
missioned in the position of SECRETARY of
the Company.

SCRIPT will be Exchanged for BANKER'S
RECEIPTS on application at the Company's
OFFICE—2, Pader's Street, on or after
the 26th Instant.

K. A. STEVENS.

Hongkong, November 22, 1889. 2206

Business Notices.

THE HALL & HOLTZ
CO-OPERATIVE COMPANY, LIMITED.

For Balls, Dinners & Evening Parties.

A Splendid Assortment of SUEDE, FRENCH KID, and SILK GLOVES in all the
most FASHIONABLE EVENING SHADES; all lengths up to 20-buttons.

Also,

SATIN SHOES in WHITE, CREAM, PINK, SILK, Blue, OLD GOLD, CARDINAL
and BLACK; all sizes.

BROOCH and MOIRE SILKS, SATINS, and PONGEE, PEARL NETS
and TRIMMINGS, TULLES, GAUZES, WOOL WRAPS, OPERA COATS
and HOODS, GAUZE and SATIN FANS, RIBBONS, LACES, FRILLINGS, &c., &c.

EVENING COSTUMES.

MADE at SHORT NOTICE under the personal supervision of an experienced
DRESSMAKER and a perfect fit guaranteed.

THE HALL & HOLTZ CO-OPERATIVE LTD.

Hongkong, November 21, 1889. 2200

SHARE LIST & LOCATIONS—NOVEMBER 22, 1889.

Stocks	No. of Shares	Value	Paid up	Closing Quotations, Cash
BANKS	60,000	\$ 125	all	184, buyers
Hongkong and Shanghai Bank Co.	60,000	\$ 125	all	180, buyers
MANCHA INSURANCE	10,000	\$ 100	50	21.00
Canfon Insurance Office, Ltd.	10,000	\$ 100	50	21.00, sales and buyers
China Traders' Insurance Co., Ltd.	24,000	\$ 83.33	10	20.50, buyers
CHINESE INSURANCE CO., LTD.	1,500	\$ 1,000	200	21.00, nominal
North-China Insurance Co., Ltd.	1,500	\$ 1,000	200	20.50, T. H. 35.00
Straits Insurance Co., Ltd.	30,000	\$ 100	50	20.50
Union Insurance Society Co., Ltd.	10,000	\$ 250	25	21.00, ex div. T. H. 30
Yungtze Insurance Association, Ltd.	5,000	\$ 25	all	18.50
YUE INSURANCES				
China Fire Insurance Co., Ltd.	20,000	\$ 100	8	20.85
Hongkong Fire Insurance Co., Ltd.	8,000	\$ 250	50	20.85, sales
Straits Fire Insurance Co., Ltd.	20,000	\$ 100	8	20.85
FIRE AND MARINE INSURANCES				
Singapore Insurance Company, Ltd.	40,000	\$ 100	8	20.15, nominal
DOCKS				
Hongkong & Whampoa Dock Co., Ltd.	12,500	\$ 125	all	64.5% prem.
TEAMBOATS				
China and Manha S. Co., Ltd.	3,500	\$ 50	all	\$102, sellers
Douglas Steamship Co., Ltd.	20,000	\$ 50	all	\$42, sales and buyers
H. C. and M. Steamship Co., Ltd.	10,000	\$ 10	10	15.5% div., buyers
Indo-China S. N. Company, Ltd.	60,000	\$ 10	50	30 nominal
Steam Launch Company, Limited	2,000	\$ 20	50	30 nominal
REFINERIES				
China S. N. Company, Limited	15,000	\$ 100	all	\$202, buyers, cash
Luxon Oil Company, Limited	7,000	\$ 10	all	\$70, buyers, cash
H. K. & Co., Whampoa & Johnson Co., Ltd.	20,000	\$ 50	all	\$92, new issue
LAND AND BUILDING				
Hongkong Land Investment and Agency Company, Limited	50,000	\$ 100	8	50.00, cash, buyers
Kowloon Land and Building Company	8,000	\$ 50	50	30.00, cash
Peak Building Company	\$ 7,610		
Richmond Terrace Building Co.	\$ 100,000		
Shanghai Land Company	\$ 20,000		
West Point Building Co., Limited	12,500	\$ 60	50	40.652, sales
H.K. HIGH LEVEL TRAMWAYS CO., LTD.	1,200	\$ 10	50	60.00% prem.
MINING				
Jeletu Mining & Trading Co., Ltd.	4,500	\$ 50	—	25, cash
Pinjor & Shungtung S. Co., Ltd.	6,000	\$ 10	all	\$10, buyers
Mining Co.	6,000	\$ 10	10	25.00
Salam Tin Mining Company, Limited	110,000	\$ 50	50	23.00, cash
Societe Francaise des Charbonnages du Tonkin	25,000	\$ 50	50	5.50
PLANTING, ETC.				
China Flora Company, Limited	7,500	\$ 100	50	50.00, nominal
Darvel Bay Trading Company, Ltd.	4,000	\$ 25	25	31.00, nominal
East-Borneo Planting Co., Limited	4,000	\$ 50	50	40.00, nominal
Lubuk Planting Company, Limited	5,000	\$ 50	50	10.50, nominal
H. A. Brown & Co., Limited	5,000	\$ 50	50	50.00, buyers
The Lubuk Planting Co., Limited	6,000	\$ 50	50	25.00, nominal
TRAMWAYS				
Austin Arms Hotel and Building Company, Limited	4,000	\$ 50	25	25.5% div.
Hongkong Hotel and Stores Co., Ltd.	1,000	\$ 50	30	30.00, nominal, ex div.
TRAVELERS				
A. S. Watson & Co., Limited	50,000	\$ 50	1	\$23, cash
Cruickshank & Co., Limited	1,500	\$ 50	1	par, buyers
LIGHTING				
H. K. & Co., Ltd.	3,100	\$ 10	10	10.50, sellers
Neu Nares	1,300	\$ 10	10	12.10, cash
Hongkong Electric Co., Limited	30,000	\$ 20	20	24.00, cash
BRICK AND CEMENT				
Green Island Cement Co., Ltd.	20,000	\$ 50	25	22.25
Hongkong Brick & Cement Co., Ltd.	4,000	\$ 25	25	17.50, \$12.00
PLANTING, ETC.				
China Flora Company, Limited	7,500	\$ 100	50	50.00, nominal
Darvel Bay Trading Company, Ltd.	4,000	\$ 25	25	31.00, nominal
East				

The band of the A. & S. Highlanders will play the following programme at the Gymkhana to-morrow afternoon, commencing at 3 p.m.—

Grand. "Silver Trumpets" Vivian.
March. "A summer night" Collier.
Valses. "In Munich" Collier.
Selection. "Orpheus aux Fuites" Offenbach.
Polonaise. "By Peter Peine of Oldenburg.
Galop. "Down the road" Harper.

VICTORIA RECREATION CLUB.
THE REGATTA.

The following are the crews drawn for the Youth's Race in the forthcoming Regatta:

M. Fredericks (St.)	R. E. Lamont (St.)
H. Gonzales	A. Rose
L. Rose	F. Horrocks
J. Silva	B. Grimble
R. Gonzales (St.)	W. E. Rose (St.)
F. Lamont	C. Kew
Alguiz	J. Grimes
Rogado	M. Dancenborg

THE CAMPOS CASE.

Lucio Pereira De Campos, who is charged with forgery, was tried before Mr. Wotton, of the Law, in the Police Court, to-day. Mr. Wotton appeared for the prosecution, and Mr. Caldwell for the defence. The following evidence was taken:

Nathaniel J. Robinson said—I am a book-keeper in the firm of Messrs Hughes and Era. The prisoner was a clerk in the same employ for about six months. I last saw him in the office on the 16th September. Defendant had access to a safe in the office from time to time. My wife's name is Lucia Robinson. She has an account with the Hongkong and Shanghai Bank. A cheque book was given by her to me with some blank cheques in it signed. I kept it in the safe already mentioned. The cheques were signed by my wife. The counterfoil of cheque No. 803,653 is missing from the book. I see the cheque produced; it is dated 13th September. Neither I nor my wife wrote that. The writing is that of the prisoner. I do not know his ordinary hand, but I know it by the shape of the letters. I know of my own knowledge that the amount named in the cheques has been paid out to Mr. in the prisoner's account.

By Mr. Caldwell—I am not in the habit of leaving the cheque book lying about in the office. Defendant myself has a shrewd, an office boy, an office coolie and a small errand boy in the employ of Messrs Hughes and Era. None of the last four can read English. Between the 15th and 24th September I did not fill up any cheques in the cheque book. The bank did not call on me to make good the deficit; I did it of my own accord.

Chui Shui Ping, abroad in the Hongkong and Shanghai Bank, said—I was acting shrewd in the month of September last. It was part of my duty to pay money to persons who came to the bank. I received money from the compradores and took it to the party who was to receive it. I paid the money mentioned in the cheques produced to the party presenting it. I paid it on 10th September. The amount is \$1,000. I recognize the prisoner. He came to the bank to receive the money. I can't remember to whom I paid the \$1,000 on this cheque. It was to a Portuguese. It may or may not have been the prisoner.

Lucia Robinson, wife of Mr. N. J. Robinson, said—I have a small account with the Hongkong and Shanghai Bank. It has been my custom to give my husband a cheque book with the cheques in it signed and the body of the cheques not filled up. This was my custom in September last. The signature "Lucie Robinson" on the cheque produced is mine; the other writing on the face of the cheque is not mine. I did not receive the \$1,000 mentioned in that cheque. The cheque was not applied to my use in any way, either with or without my authority. My account has been debited with \$1,000 on account of this cheque.

By Mr. Caldwell—I signed six cheques at the time I signed this one. It must have been about the end of August. I never had any trouble before about cheques being filled up and cashed.

The case at this point was remanded till Saturday.

SUPREME COURT.

IN APPELLATE JURISDICTION.

(Before Mr. G. Wiss, Acting Puisne Judge.)

Friday, Nov. 22.

THE RAW OPIUM CASE: IMPORT-ANT DECISION.

TANG YAN AND OTHERS, APPELLANTS:

DONALD BREMNER, RESPONDENT.

Their Lordships gave judgment on the appeal to-day. The appeal, it will be remembered, was against a decision by Mr. Wodehouse, Police Magistrate, in a case arising from the recent seizure of 12 chests of raw opium in the waters of the Colony by Inspector Donald Bremner and a party of police. The opium was found packed in bags on board two sampans which were at their way to the harbour from the Hongkong side. The bags on board the boats were seized in the Police Court at the instance of Inspector Bremner with being illegally in possession of the opium, inasmuch as it was in less quantities than one chest, and the Magistrate convicted the defendants on this charge.

His Lordship, in giving judgment, said that by a memorandum dated 11th November 1882 the defendant agreed to be security to the extent of \$600 for the performance of the duties of Chung Po Seng who was at that time sheriff in the employ of Mr. Newmeyer and others carrying on business in a building under the style of the "Hongkong Hotel." His Lordship, as marked in passing, the hotel had been used to "designate" that hotel by the name of "the great hotel." He had no doubt that this was literally correct and he had no hesitation in saying that these words applied to the Hongkong Hotel and to that hotel.

In 1883, Mr. Newmeyer and his wife left the Hongkong Hotel and his business could be said to have taken place while the business was being carried on in the former place, the sheriff could not be held liable, his undertaking not extending to the new business.

The Acting Chief Justice said—There is a joint judgment of the Court in this case, and I shall proceed to read it:

The only real question at issue on this appeal is whether man in possession of the contents of several chests of raw opium packed in bags can be convicted of being in possession of opium in quantities less than one chest, under Sec. 6 of Ord. XXII of 1887. "Chest of Opium" is defined by the Ordinance to mean "the package with the opium therein such as is usually imported by merchants in the Colony." It is argued on the respondent's behalf that from this definition and from the object of the ordinance as stated in the preamble, which requires the defendant to regulate and control the movement of raw opium within the Colony, it can be gathered that the intention of the 6th Section must have been to prohibit the possession of raw opium otherwise than in the chest, i.e. in the full chest as imported, and that this inference is strengthened by the 1st Section, which in dealing with the subject of the removal and transhipment of raw opium refers only to the removal or transhipment of a chest or chests of opium. It may be admitted that if the 6th Section can be construed to mean that the possession of raw opium otherwise than in the chest is illegal the conclusion of the Executive is correct, but it would be far more complete if, as the appellant contends, the section merely forbids the possession of opium in quantities

less than the contents of a chest, but it must not be forgotten that the extent of the control actually established must be gathered not from any general inferences to be drawn from the history of opium or from considerations of public policy but from the words of the Ordinance itself. Judicially the Court knows nothing of the intention of the Legislature except from the words by which it has expressed itself. The 6th Section then with a view of regulating and controlling the movement of raw opium, enacts that no person (i.e. certain exceptions not applicable to the present case) shall have in his possession for under his control opium in quantities less than one chest. Now it seems impossible to apply to the word "chest" in this section the definition of "chest of opium" set forth above, because although the package in which the opium is imported is naturally included in that definition it could not with any regard to the meaning of language have any reference to the quantities of opium in the possession of which is made illegal. The quantity or quantity of opium in actual possession must be the same whether in or out of the package, and "chest," when used as here as a measure of quantity, must mean the contents of a chest or rather the quantity a chest can contain. How then could a person in possession of the contents of several chests of opium be said at the same time to be in possession of a quantity less than a chest? Certainly if part of the contents of a chest were in another chest and became the subject of distinct and separate possession it would be rightly deemed a separate quantity, and in this way a person who was possessed of the contents of several chests of opium might by dividing it be deemed in one sense to possess such opium in quantities less than one chest, but it seems to us that where the possession is the same the contents of several chests can be rightly regarded as one quantity only. One hundred bars, for example, would in natural and ordinary language be spoken of as one quantity as long as the bars were together, and it could make no difference in this respect whether they were in a heap at the bottom of a boat or placed there in bags for removal. We are therefore of opinion that the expression "less than a chest" in Section 6 must and can only be held to mean "less than the quantity a chest can contain," and as the appellants were possessed of one quantity greater than the contents of a chest, they cannot by right be said to have been in possession of opium "in quantities less than one chest." Appeal allowed, with costs.

The Acting Attorney General—With regard to the question of costs, my Lordships have been a number of convictions under this section, and this is the first time that the question of the meaning of Section 6 has come before the Court, and I would submit that this is not a case in which costs should be given against the respondent, who is an officer of the Police.

The Acting Chief Justice—That may be a very good reason for not allowing him personally to pay costs; that is a matter for the Government; but I think in a case of this sort costs should be allowed. The fact that there have been convictions under this section only shows to my mind that there has been a number of wrong convictions.

Mr. Pollock—I would ask your Lordships to allow costs from the beginning.

The Acting Chief Justice—You are allowed the costs of the appeal, the usual costs.

The Acting Attorney General—it is out of your Lordships' jurisdiction.

The Acting Chief Justice—I believe so.

Mr. Pollock—I submit your Lordships have power to allow costs from the beginning. It is an expensive case, and I would ask your Lordships to allow costs from the beginning of the case. It was decided in the beginning of the case.

The Acting Chief Justice—I am not sure that we have power to do that, and even if we had I am not sure whether we should have been inclined to give them in this case. We give the usual order—costs of the appeal.

Mr. Pollock—Your Lordships will see that we have been at very great loss, from the previous convictions and also from the fact of the opium being kept and deteriorating.

The Acting Chief Justice—It is evident to us that although the point on which this case is decided was adverted to before the Police Magistrate, it was not made a particular point. We allow you the costs of the appeal.

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Mails.

Mails.

Occidental & Oriental Steamship Company.
TAING CARGO AND PASSENGERS TO JAPAN, THE UNITED STATES, MEXICO, CENTRAL AND SOUTH AMERICA, AND EUROPE, VIA THE OVERLAND RAILWAYS, AND ATLANTIC & OTHER CONNECTING STEAMERS.

THE Steamship *BELGIC* will be despatched for San Francisco, via Yokohama, on SATURDAY, the 23rd instant, at 1 p.m. Consignment being made at Yokohama, with Steamers from Shanghai and Japan ports.

All Parcel Packages should be marked to address in full; and same will be received at the Company's Office, until 5 p.m. the day previous to sailing.

First-class Fares granted as follows:—

To San Francisco \$225.00

To San Francisco and return, } 393.75

To Liverpool 325.00

To London 330.00

To other European points at proportionate rates. Special reduced rates granted to Officers of the Army, Navy, Civil Service and the Imperial Chinese Customs, to be obtained on application.

Passengers by this Line have the option of proceeding overland by the Southern Pacific and connecting Lines, Central Pacific, Northern Pacific or Canadian Pacific Railways.

Passengers, who have paid full fare, re-embarking at San Francisco for China or Japan (or vice versa) within one year will be allowed a discount of 10%. This allowance does not apply to through fares from China and Japan to Europe.

Consular Invoices to accompany Cargo destined to points beyond San Francisco, in the United States, should be sent to the Company's Office in Sealed Envelopes, addressed to the Collector of Customs at San Francisco.

For further information as to Passage and Freight, apply to the Agency of the Company, No. 504, Queen's Road Central.

C. D. HARMAN, Agent.

Hongkong, November 14, 1889. 2161

NOTICE.

COMPAGNIE DES MESSAGERIES MARITIMES.

PAQUEBOTS POSTE FRANCAIS.

STEAM FOR

SAIGON, SINGAPORE, BATAVIA, COLOMBO, ADEN, SUEZ, PORT SAID,

PORT SAID,

MEDITERRANEAN AND

BLACK SEA PORTS, ALEXANDRIA,

MARSEILLE, AND PORTS

OF BRAZIL AND LA PLATA;

1880

LONDON, HAVRE AND BORDEAUX.

ON WEDNESDAY, the 27th November, 1889, at Noon, the Company's S.S. *MELBOURNE*, Commander VERNON, with MAILS, PASSENGERS, SPECIE, and CARGO, will leave this Port for the above places.

Cargo and Specie will be registered for delivery at Marseilles and accounted for at the port through Marseilles for the principal places of Europe.

Shipping Orders will be granted for Freight as well as for Marseilles and accounted for at the port through Marseilles for the principal places of Europe.

Shipping Orders will be granted for Freight and Passage, apply to the Company's Office.

G. DE CHAMPEAUX, Agent.

Hongkong, November 14, 1889. 2165

U. S. MAIL LINE.

PACIFIC MAIL STEAMSHIP COMPANY.

THROUGH TO NEW YORK, VIA OVERLAND RAILWAYS, AND TOUCHING AT YOKOHAMA, AND SAN FRANCISCO.

THE U. S. Mail Steamship *CITY OF PEKING* will be despatched for San Francisco, via Yokohama, on TUESDAY, the 10th December, at 1 p.m., taking Passengers and Freight for Japan, the United States, and Europe.

Through Bills of Lading issued for transportation to Yokohama and other Japan Ports, to San Francisco, to Atlanta and Inland Cities of the United States, via Overland Railways, to Havana, Trinidad, and Demerara, and to ports in Mexico, Central and South America, by the Company's and connecting Steamers.

Through Passage Tickets granted to England, France, and Germany by all trans-Atlantic lines of Steamers.

First-class Fares granted as follows:—

To San Francisco \$225.00

To San Francisco and return, } 393.75

To Liverpool 325.00

To London 330.00

To other European points at proportionate rates. Special reduced rates granted to Officers of the Army, Navy, Civil Service and the Imperial Chinese Customs, to be obtained on application.

Passengers by this Line have the option of proceeding overland by the Southern Pacific and connecting Lines, Central Pacific, Northern Pacific or Canadian Pacific Railways.

Passengers, who have paid full fare, re-embarking at San Francisco for China or Japan (or vice versa) within one year will be allowed a discount of 10%. This allowance does not apply to through fares from China and Japan to Europe.

Freight will be received on board until 4 p.m. the day previous to sailing. Parcel Packages will be received at the office until 5 p.m. the day previous to sailing. All Parcels should be marked with address in full; value of same is required.

Consular Invoices to accompany Cargo destined to points beyond San Francisco, in the United States, should be sent to the Company's Office in Sealed Envelopes, addressed to the Collector of Customs at San Francisco.

For further information as to Passage and Freight, apply to the Agency of the Company, No. 504, Queen's Road Central.

C. D. HARMAN, Agent.

Hongkong, November 14, 1889. 2162

Mails.

NORDDEUTSCHER LLOYD.

NOTICE.

STEAM FOR
SINGAPORE, COLOMBO, ADEN,
SUEZ, PORT SAID,
BRINDISI, GENOA, ANTWERP,
BREMEN & HAMBURG,
PORTS IN THE LEVANTE, BLACK
SEA & BALTIC PORTS;

ALSO,
LONDON, NEW YORK, BOSTON,
BALTIMORE, NEW ORLEANS,
GALVESTON & SOUTH AMERICAN
PORTS.

THE COMPANY'S STEAMERS WILL CALL
AT SOUTHAMPTON TO LAND PASSENGERS
AND LUGGAGE.

N.B.—Cargo can be taken on through Bills
of Lading for the principal places in
RUSSIA.

ON SUNDAY, the 24th day of November, 1889, at 10 a.m., the Company's Steamship *SACHSEN*, Capt. K. v. GOESSEL, with MAILS, PASSENGERS, SPECIE
and CARGO, will leave this port as above, calling at GENOA.

Shipping Orders will be granted till Noon, cargo will be received on board until 4 p.m., Parcels and Parcels until 3 p.m. on the 25th November. (Parcels are not to be sent on board; they must be left at the AGENT'S Office). Content and value of packages are required.

The Steamer has splendid accommodation and carries a Doctor and Stewardess.

For further Particulars, apply to
MELCHERS & CO.,
Agents.

Hongkong, October 26, 1889. 2151

Vessels Advertised as Loading.

Destination.	Vessel.	Agent.	Date of Leaving.
Bangkok	Taichow (s)	Yuen Fat Hong	Nov. 24, daylight.
Bremen & Ports of Call	Sachsen (s)	Norddeutscher Lloyd	Nov. 24, at 10 a.m.
Suez, Port Said	Dopack (s)	Butterfield & Swire	November 20.
London	Arnold	Arnold, Karberg & Co.	About Nov. 30.
London & Ports of Call	Kaisar Hind (s)	P. & O. S. N. Co.	Dec. 1, at noon.
Manila, via Amoy	Zulu (s)	Macpherson & Co.	Nov. 25, at 4 p.m.
Macau, via Amoy	Admiral (s)	Adamson, Bell & Co.	Nov. 27, at noon.
New York	Claymore (s)	Russell & Co.	Nov. 24.
San Witch	Sea Witch	Quick despatch.	
Port Darwin, &c.	Changba (s)	Butterfield & Swire	Dec. 5, at 4 p.m.
S. Francisco, via Japan	Belgic (s)	O. & S. S. Co.	Dec. 10, at 1 p.m.
City of Peking (s)	Pacific Mail S. S. Co.	Quick despatch.	
Shanghai	Thames (s)	Butterfield & Swire	November 27.
Shanghai, via Amoy	Dardanus (s)	November 27.	
Shanghai, via Amoy	Antenor (s)	Butterfield & Swire	November 28.
S'pore, Havre & H'burg	Daphne (s)	Siemens & Co.	Nov. 23.
Straits and Penang	Gulliver (s)	P. & O. S. N. Co.	Dec. 7, at noon.
Straits and Penang	Sovereign (s)	Strait & Pomby	Dec. 24, daylight.
Vancouver, &c.	Admiral	Adamson, Bell & Co.	Dec. 14, at noon.
Vancouver, &c.	Admiral	P. & O. S. N. Co.	Dec. 26, at 4 p.m.

Insurances.

QUEEN FIRE INSURANCE COMPANY.

THE Undersigned, AGENTS for the above Company, are prepared to ACCEPT RISKS against FIRE at Current Rates.

NORTON & CO.,
Agents.

Hongkong, July 15, 1889. 1340

THE INDIAN IMPERIAL MARINE INSURANCE COMPANY, LIMITED.

THE Undersigned having been appointed

AGENTS for the above Company, are prepared to Accept MARINE RISKS at Current Rates.

GIBB, LIVINGSTON & CO.

Hongkong, November 4, 1889. 2113

Intimations.

THE CHINA & JAPAN TELEPHONE COMPANY, LIMITED.

LIST OF SUBSCRIBERS

TO THE HONGKONG TELEPHONE EXCHANGE.

1.—The Hongkong Telegraph.

2.—Cantlie, Dr. J.; Manson, Dr. P.; Har-
rigan, Dr. W.

3.—Cantlie, Dr. J., Residence.

4.—Veron, J. V. V.

5.—The China & Japan Telephone Co., Ltd.

6.—Poenacker, L.

7.—Arnold, Karberg & Co.

8.—The Hongkong & Shanghai Banking Corporation.

9.—Chater & Vernon.

10.—Peak Hotel & Trading Co., Queen's Road.

11.—Daily Press.

12.—Russell & Co.

13.—E. & A. China Telegraph Co., Ltd.

14.—Central Police Station.

15.—Watson, A. S. & Co.

16.—Boulogne Lagoon & Co.

17.—Butterfield & Swire.

18.—P. & O. S. N. Co.

19.—Hongkong & Whampoa Dock Co., Ltd.

20.—China Mail.

21.—Jordan, Dr. G. P.

22.—The Hongkong & China Gas Co., Ltd.

23.—H. & W. Whampoa Dock, Aberdeen.

24.—Alico Memorial Hospital.

25.—Holliday, Wm. & Co.

26.—Peak Hotel.

27.—Peak Hotel & Trading Co., Craigmillar Hill.

28.—D. G. Wilson & Co.

29.—Peak Hotel & Trading Co., Craigmillar Hill.

30.—China Boreco Co., Ltd., Steam Saw Mill.

31.—Gibb, Livingston & Co.

32.—Hongkong Hotel, Public Telephone.

33.—Hancock, W. St. John H. & Co.

34.—Cuckoo Hawk, W. Victoria Dispensary.

35.—Brodie, W. Residence.

36.—Linsted & Davis.

37.—Foster, F. T. P.

38.—The Borneo Company, Limited.

39.—Dawson, F.

40.—Jordan, Dr. J., Residence.

41.—Gordon House.

42.—Hawkes & Co.

43.—Bullock & Co.

44.—Rohillie, E. R., King's Cross.